



SOLICITATION NUMBER: RM3903AD1  
DUE DATE: 01/21/03

STATE PURCHASING AGENT: ROSELLE MILLER  
DATE ADDENDUM SENT: 12/20/02

ITEM(S) TO BE PURCHASED: Statewide Contract for Collection Services.

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## **ADDENDUM #1**

**Please note the following:**

- 1. Term of Contract: Three years with two (1) year renewal options.**
- 2. Correct Attachment A: Terms & Conditions - note deletion of #37 Local Warehouse & Distribution.**
- 3. Answers to questions attached.**
- 4. Solicitation due date and time remain the same, January 21, 2003 by 3:00 p.m.**

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**Please return all addenda with solicitation or add a statement to your original solicitation acknowledging receipt of any addenda received on this solicitation or your solicitation may be rejected.**

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card." All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

Revision date: 3/14/2002

## RFP QUESTIONS & ANSWERS

December 17, 2002

Can you furnish the name of the PSC currently contracted with the State and the rate they are charging? What collection agency is currently under contract? What is the present fee?

**OSI Collection Services. 15.9%**

Is it the intent of the State to award multiple contracts to this RFP? How many agencies does the State intend to contract with under this contract?

**Yes. The State intends to select at least 2 contractor's from this RFP providing there are sufficient respondents meeting the State's requirements and needs.**

Will you allow us to make a separate pricing bid on Second Placements or do you with the Contractor to bid one Price for First and Second placement of accounts?

**You must submit a combined single price for both first and second placements. You may also submit a tiered rate structure.**

Will any of the agencies be able to furnish a SSN for the referred account as well as the date of the last charge or payment on referred accounts?

**When the SSN is available, it will be given.**

Can you please define "other means" for a reason to recall accounts?

**Most often these are payments held but not allocated by the State agency at the time the account is placed i.e. bail payment, payment from trust account, etc.**

With the new incentives formula for states implemented via Welfare Reform, Case Closure is an important element in the formula. Can we assume that we can price this service under 4.3 Cost Proposal Pricing B?

**Yes.**

Will the Contractor be allowed credit for the Income Withholding Order should they verify the employer and inform the State so that an Income Withholding Order can be issued?

**Yes, if identified prior to the state agency identification.**

What is the proposed term of the contract and any renewals?

**Three years with 2 one-year renewal options.**

Upon what terms or conditions will the renewals be activated? Specifically, will the renewals be at the State's option or the contractor's option, or joint? Will cost adjustments or negotiations of other contract terms be allowed for renewals?

**Contracts are generally renewed if the pricing is competitive with currently available pricing and the service provided by the contractor is satisfactory. Renewals are at the state's option with the acceptance of the contractor. Cost adjustments may be discussed at the time of renewal but will only be allowed if tied to an identified index.**

The primary objectives of the contract as identified in Section 1.2 seem to require recommendations and a proposal on reforming the current system, but there are no points awarded in the proposed evaluation scoring for strategic recommendations or proposals to reform the current system to meet these objectives. How will a proposal's plan to help accomplish these prospective objectives be evaluated and scored? It would appear that there should be a significant allocation of points to such prospective plans and the ability of the contractor to proactively help the state to meet these objectives. Otherwise, nothing will change for the better

because the state will be locked into contracts doing things the same way they have always been done.

**We would anticipate that this information would be included in your business plan. Please note that the business plan is worth 35% of the evaluation.**

What options or possibilities will be available for making recommendations to change terms of the request for proposal which tend to, or are likely to, have an adverse impact upon the Primary Objectives as identified?

**This too would be part of your business plan.**

What will be the determining factors as to the number of contracts awarded? (It is particularly helpful in preparing a response if we can have an estimate as to how many receivables might be placed and how many we might actually receive based on the number of contracts in place.)

**The overall quality of the responses will determine the number of contracts awarded.**

**There will be no more than three.**

As to Appendix B, are the amounts listed there the numbers from the fiscal year ending June 30, 2002, or are they the cumulative figures since the OSDC began operations, or some other number? (They seem inconsistent with the annual report.)

**They are the receivables owing as of year ending June 30, 2002.**

If the figures in Appendix B are cumulative, what were the corresponding figures for the fiscal year ending June 30, 2002?

**See above.**

What amounts for each agency are anticipated for placement this year?

**Unknown.**

Would it be possible to expand Appendix B to include the number of items actually placed as well as the total dollar amount so that an average size may be estimated?

**No.**

Do the figures in Appendix B relating to the judicial branch include victim restitution placements?

**Yes.**

Does the request for information on contracts in section 3.4 paragraph D. apply to all contracts, or just the five contracts identified in paragraph C?

**Just the five contracts identified in paragraph C.**

Please clarify the State's request for information regarding public entity contracts during the last three years. Does this refer to contracts newly initiated in the past three years or is the reference information requested for all contracts served during the past three years regardless of contract start date?

**Detailed contract information relates to item 3.4, C. Page 16 3.4, A refers to all contracts serviced during the past 3 years.**

What information relative to financial responsibility is anticipated in section 3.4 paragraph F?

**Financial statements, preferably audited, for the past three years.**

In regards to section 3.5, which specific "above questions" must be answered for subcontractors? (Some don't seem to apply, and it is not clear as to how far "above" we should respond.)

**All of the questions that require an answer from the primary contractor must also be answered for any subcontractors.**

The RFP refers to "creaming" in Section 3.10 and calls for a proposed plan to avoid creaming, but there are no points awarded in the evaluation for such a plan. How will a proposal's

anti-creaming plan, strategy and recommended reporting requirements be evaluated if there are no points awarded?

**In order for your response to be evaluated, it must be acceptable or potentially acceptable. To reach acceptable or potentially acceptable status, all aspects of the RFP must be covered in your response.**

Section 4.1.B refers to the “required minimum” score to allow a proposal to advance to the next phase. What is that “required minimum”?

**Respondents must receive 50% or more of the required points in each of the two major categories, business plan and experience and references.**

How will the cost proposal be scored?

**Cost is scored by a formula that gives all of the points to the lowest cost proposal and proportionate points to all of the others based on how far they are from the lowest cost.**

Why is the possible score for “Ability to Pursue Legal Action” so low when the ability to pursue legal action is such a critical component of any successful collection effort? (And one of the key components to meeting the OSDC’s Primary Objectives) Debtor’s are much more likely to pay promptly if they know that they may face legal action if they do not. It is likely the current large amount of outstanding debt is due in part to the perception that there is little likelihood that the failure to pay will result in legal action because it just isn’t financially feasible. Given the fact that the Attorney General, as well as the rest of the State is under such significant budget constraints that limit the State’s ability to bring legal action directly through the Attorney General’s office, it is unlikely that reality or perception will change unless legal action could be brought as part of the collection services contract, without the need for any additional budget expenditures. Consequently, it seems that it would be prudent to make this possibility a more important part of the proposals and score it accordingly.

**The state does not feel that legal action will be required on the majority of accounts. In those rare cases where litigation is appropriate, cases may be returned for Attorney General action or authorization for the collection agency attorneys to proceed.**

How will the experience points (150) be allocated?

**To be determined by the selection committee.**

How will the reference result points (200) be allocated?

**To be determined by the selection committee.**

Will there be any collection activity on government obligations to the state, namely any federal grants or amounts owed by cities and counties?

**Federal grants – Unknown. Cities and counties – yes.**

What explanation does OSDC have for the low recovery rate (0.30%) for ORS?

**The accounts referred were 3 to 7 years old and were all secondary placements.**

Are student loans included, or may they be included?

**No, but they may be.**

How does the OSDC anticipate that the part-time attorney from the Attorney General’s office may be used by the contractors?

**Unknown. We have no experience.**

As regards the placement of receivables under the OSDC SLA, will the placements be an equal cross representation of all of the receivables of every type, i.e., will every contractor receive the same percentage of the ORS receivables as the other(s), the same percentage of judicial placements as the other(s), etc.?



**With regard to OSDC SLA, the initial placements will be an equal cross representation of all receivables referred to OSDC. Performance will dictate future placements. All other agencies will determine their own allocations.**

Please explain what types of cases are placed with Prime Recovery for collections and the specific services Prime Recovery provides. May the current proposals include similar services?  
**They are fraud cases in excess of \$25,000. Yes, they may be included.**

Will a local preference be given for proposals from local companies, in particular, will the reciprocity rule be applied?

**No preference will be given for local companies.**

When litigation services are mentioned in the RFP, what particular services are anticipated?  
**Handling of bankruptcies, garnishments, foreclosures, etc.**

Did GC Services' pay rent to the state separately for the space it was using, or was that amount reflected in their rates?

**No, The rent was reflected in their rates.**

Where may we obtain a copy of the required confidentiality agreements that must be signed by the employees?

**See attached.**

Why has the State gone through four contractors in five years?

**Only one company initially contracted with cancelled their contract. Others are either currently in force or have expired. Equifax cancelled their contract because receivable inventory was slow coming in.**

Does the State anticipate renewing OSI's contract in April? Does OSI anticipate renewing, or have they advised the State that they will not renew?

**The State does not know if OSI's contract will be renewed in April nor does it know if OSI anticipates requesting their contract to be renewed.**

Will OSI continue to receive all secondary placements and 25% of the primary placements? Or will those numbers be adjusted somehow? And if so how?

**Placement percentages have changed based on the contractors' ability to receive accounts electronically and their recovery rate. Placement percentages will change quarterly with the most successful contractor receiving a larger percent of the placements during the subsequent quarter.**

Who is currently receiving the remaining 75% of the State's primary placements?

**G C Services is not able to receive an electronic file from OSDC. Therefore, they are receiving 75% of Court Placements only.**

Do the placements identified as going to OSI include tax commission placements?

**No**

What is the anticipated schedule for scoring the proposals and awarding the contract(s) after they are received on January 21, 2003?

**It is anticipated the scoring and awarding of the contract(s) will take place during February. Because of the Legislative Session, the award date may not occur until the middle of March 2003.**

Which specific state and federal audit requirements are referred to in Section 2.1.G?

**The State of Utah and federal audit requirements. The requirements may differ for various state agencies, i.e. federal requirements for collecting child support differ from federal**

**requirements for collecting delinquent taxes. It is the responsibility of the respondent to know the State and Federal requirements related to collection in the State of Utah.**

Will the purging of data requirement be dependant upon individual SLA's.

**Yes**

Is the complete collection effort history to be returned for initial or second placements for every individual account assigned or will this be a random sampling of accounts from each placement file?

**Collection notes are to be returned for each initial and second placement receivables.**

Please clarify the State's request for information regarding public entity contracts during the last three years. Does this refer to contracts newly initiated in the past three years or is the reference information requested for all contracts served during the past three years regardless of contract start date?

**The State is requesting information regarding public entity contracts for all contracts being served during the past 3 years.**

Please confirm the language in the following. "The Contractor agrees it will, if necessary, resist in judicial proceedings any efforts to obtain access to private or confidential records..." Should the word assist be inserted for the current word resist?

**No**

Will the successful contractor(s) have the ability/authority to take credit card payments on behalf of State assigned accounts?

**Yes**

Does the Department of Child Support Enforcement (CSE) intend to place accounts under this solicitation on a regular schedule and, if so, would this involve monthly referrals?

**Placement of accounts from ORS (Child Support Enforcement) is subject to the Contractor's ability to prove there will be a benefit to ORS from outsourcing accounts. The timing of the referrals will have to be negotiated with ORS.**

Please clarify: In what instances would the vendor be required to cancel assigned cases and return them to the Department free of charge?

**Please see 2.3.B.10**

Does CSE intend to continue matching accounts assigned to vendors with New Hire registries and Financial Institution Data Matches? If so, will vendor(s) be required to return such accounts to the Department free of charge?

**Yes.**

What are the State's current delinquent receivables collection costs, and where primarily do they come from?

**Depends on the contingency fee charged by contractors.**

What specific delinquent receivables issues does the State see as being most important?

**We've identified the issues we see as most important.**

Can you provide further clarification and detail about this objective?

**No.**

What is the approximate number of accounts, and dollar amount, that the State has placed with collection agencies over the past five years? What has been the approximate recovery percentage in terms of dollars?

**See Appendix B. We do not have the number of accounts.**

Just to be clear: this question asks for references from entities that are not government agencies?  
**This may be either.**

Do you want agencies to respond to this item by providing accomplishment methods for each point from 2.0-2.6 (pp.9-14)? Or, does this item, 3.9.A, mean that each of the following items, 3.9.B-3.9.K, should be answered in such a way that bears items 2.0-2.6 in mind?  
**The intent is to answer 3.9 as it relates to the Scope of Work as described in 2.0.**

Does the State of Utah take the position that the statute of limitations does not run against the state?  
**No.**

In filing litigation may we use our own private attorneys rather than the attorney general office staff?  
**Use of your private attorneys would require authorization from the Attorney General's office and your attorneys may need to be appointed as Special Assistants. There may also be an option of assigning accounts so suit may be filed in the name of the Collection Agency.**

How many RFP's have been sent out or downloaded?  
**This information is not available.**

Attachment B #3A "respondent shall provide a fidelity bond, satisfactory to State, in the amount of \$1,000,000. Please clarify this bond and it's intended purpose – i.e. cover errors and omissions of the agency or general liability or some type of performance bond....  
**The fidelity bond is intended to cover theft by the Contractor or his employees.**

Attachment B #13 – may we assume that no single account would be assigned both to the agency and yet be worked by another entity such as Judiciary or other respondents?  
**Yes. Except as noted in the RFP.**

Section 3.4 B Complete listing of Current Collection Contracts: Would a sampling suffice or must we list the entire number when it is many hundreds?  
**We are asking for a complete listing of current contracts.**

Can you clarify the section describing ORS? Will agencies receive first or second placement child support accounts?  
**Will need to be negotiated with the agency.**

Will requirements for maintenance of documentation be specified by agency?  
**Yes.**

Will the three listed State offices work individually with a collection agency? Or, will the collection agency work with all three State agencies through another government office?  
**The listed state offices will work directly with the collection agency.**

What portion of the total outstanding receivables identified in Appendix A is currently in the secondary stage (or later) and what portion is currently in the primary stage? In general and specifically as to each Agency?  
**This information is not currently tracked.**

What proportions of the amounts placed for collection and collected as set forth in Appendix B were collected at the primary stage? The secondary stage? Later? In other words, what ratio of primary vs secondary (or later) receivables may we anticipate receiving from each Agency?

**This information is not available at this time.**

Is it possible to get these ratios for the last fiscal year specifically? And any possible forecast for the coming year(s)?

**No.**

What portions, if any, of the outstanding receivables are dishonored checks?

**Unknown.**

Does the token amount of evaluation points possible for a dishonored check program (5 out of 1000 possible) accurately and proportionately reflect the amount of dishonored check collection involved as compared to the remaining receivables? Or does the dishonored check collection portion of the contract demand a greater portion of the scoring in order to accurately represent the ratio of check collection work anticipated, particularly in light of the fact that Section 2.3.B.5 expressly provides that dishonored checks may be "placed with one or multiple Contractors depending on the Dishonored Check collection program, experience, and recovery rate." And there is no corresponding scoring for such factors except for the mere 5 points allocated for a program? How will check recovery experience and recovery rates be scored?

**Although we have no specific data, we feel this is a minor portion of the contract.**